

1 GEORGE J. GIGOUNAS (Bar No. 209334)  
george.gigounas@dlapiper.com  
2 **DLA PIPER LLP (US)**  
555 Mission Street, Suite 2400  
3 San Francisco, CA 94105  
Tel: 415.836.2500  
4 Fax: 415.836.2501

5 KIMBERLY S. HYDE (Bar No. 274623)  
kimberly.hyde@dlapiper.com  
6 **DLA PIPER LLP (US)**  
401 B Street, Suite 1700  
7 San Diego, CA 92101  
Tel: 619.699.2700  
8 Fax: 619.699.2701

9 Attorneys for Defendant and Counter-  
Claimant LOCKHEED MARTIN  
10 CORPORATION

11 List of Counsel continued on next page:

12 UNITED STATES DISTRICT COURT  
13 SOUTHERN DISTRICT OF CALIFORNIA

14 SAN DIEGO UNIFIED PORT  
DISTRICT,

15 Plaintiff,

16 v.

17 GENERAL DYNAMICS  
18 CORPORATION; LOCKHEED  
MARTIN CORPORATION; and  
19 DOES 1 through 100, Inclusive,

20 Defendants.

CASE NO. 07-CV-1955-BAS (WVG)

**NOTICE OF MOTION AND JOINT  
MOTION OF LOCKHEED MARTIN  
CORPORATION, GENERAL  
DYNAMICS CORPORATION, AND  
SAN DIEGO UNIFIED PORT  
DISTRICT FOR ORDER  
CONFIRMING SETTLEMENT AND  
BARRING AND DISMISSING  
CLAIMS**

Courtroom: 4B  
Complaint Filed: May 11, 2006

Hearing Date: May 8, 2017  
Judge: Hon. Cynthia Bashant

**NO ORAL ARGUMENT UNLESS  
REQUESTED BY COURT**

1 List of Counsel continued from previous page:

2 Thomas A. Russell, Esq. (Bar No. 108607)  
3 John N. Carter, Esq. (Bar No. 246886)  
4 *egross@portofsandiego.org*  
5 *jcarter@portofsandiego.org*  
6 SAN DIEGO UNIFIED PORT DISTRICT  
7 OFFICE OF THE PORT ATTORNEY  
8 3165 Pacific Highway  
9 San Diego, CA 92101  
10 Telephone: (619) 686-6219  
11 Facsimile: (619) 686-6444

12 William D. Brown (Bar No. 125468)  
13 Wentzelee Botha (Bar No. 207029)  
14 *bbrown@brownandwinters.com*  
15 *wbotha@brownandwinters.com*  
16 BROWN & WINTERS  
17 120 Birmingham Drive, Suite 110  
18 Cardiff-by-the-Sea, CA 92007  
19 Telephone: (760) 633-4485  
20 Facsimile: (760) 633-4427

21 William J. Jackson (Texas Bar No. 00784325 - admitted Pro Hac Vice)  
22 Micheal W. Dobbs (Texas Bar No. 24012533 - admitted Pro Hac Vice)  
23 *bjackson@kelleydrye.com*  
24 *mdobbs@kelleydrye.com*  
25 Kelley Drye / Jackson Gilmour & Dobbs LLP  
26 515 Post Oak Blvd., Suite 900  
27 Houston, TX 77027  
28 Telephone: (713) 355-5000  
Facsimile: (713) 355-5001

Attorneys for Plaintiff  
SAN DIEGO UNIFIED PORT DISTRICT

19 Kelly E. Richardson (Bar No. 210511)  
20 Jennifer P. Casler-Goncalves (Bar No. 259438)  
21 *Kelly.richardson@lw.com*  
22 *Jennifer.casler-goncalves@lw.com*  
23 LATHAM & WATKINS LLP  
24 12670 High Bluff Drive  
25 San Diego, CA 92130-3086  
26 Telephone: (858) 523-5400  
27 Facsimile: (858) 523-5450

24 Attorneys for Defendant and Counter-Claimant  
25 GENERAL DYNAMICS CORPORATION

1 TO ALL PARTIES, AND TO THEIR RESPECTIVE ATTORNEYS OF  
2 RECORD:

3 PLEASE TAKE NOTICE that on May 8, 2017 or as soon thereafter as the  
4 matter may be heard, in Courtroom 4B of the above-entitled Court, located at 221  
5 West Broadway, Suite 4145, San Diego, California, Defendant, Cross-Defendant,  
6 Counterclaimant and Cross-Claimant LOCKHEED MARTIN CORPORATION  
7 (“Lockheed Martin”), Defendant and Cross-Defendant GENERAL DYNAMICS  
8 CORPORATION (“GD”), and Plaintiff and Cross-Defendant the SAN DIEGO  
9 UNIFIED PORT DISTRICT (“Port District”) (collectively, the “Settling Parties”)  
10 will and hereby do jointly move this Court for an order approving the Settlement  
11 Agreement entered into by and between the Settling Parties (“Settlement  
12 Agreement”) under the Comprehensive Environmental Response, Compensation  
13 and Liability Act (“CERCLA”), 42 U.S.C. § 9601, et seq., the Uniform  
14 Comparative Fault Act (“UCFA”), and California Code of Civil Procedure sections  
15 877 and 877.6, and further, dismissing and barring claims against the Settling  
16 Parties with regard to “Covered Matters” under the Settlement Agreement, except  
17 as expressly reserved or excluded in the Settlement Agreement, as more particularly  
18 set forth in the Settling Parties’ moving papers.

19 The Motion is based upon the fact that the Settlement Agreement between  
20 the Settling Parties was the result of arms’ length negotiations over years of  
21 privately mediated settlement discussions among all parties to this action, and is  
22 without collusion, fraud, or any tortious conduct. In addition, the complexities and  
23 uncertainties of the litigation, and the significant resources that would otherwise be  
24 expended in bringing this case to trial, also support both approval of the Settlement  
25 Agreement as having been made in good faith, and the requested portion of the bar  
26 order.

27 This Motion is based on this Notice, the accompanying Memorandum of  
28 Points and Authorities, the accompanying Request for Judicial Notice, the

1 Declarations of George J. Gigounas, Kelly E. Richardson, and Micheal W. Dobbs  
2 in support of this Motion, the fully executed Settlement Agreement, and the  
3 complete files and records of this Action.

4 Dated: March 16, 2017

**DLA PIPER LLP (US)**

5  
6 By /s/ George J. Gigounas

George J. Gigounas  
Kimberly S. Hyde  
Attorneys for Defendant and Counter-  
Claimant GENERAL DYNAMICS  
CORPORATION

9 Dated: March 16, 2017

**LATHAM & WATKINS LLP**

10  
11 By /s/ Kelly E. Richardson

Kelly E. Richardson  
Jennifer Casler-Goncalves  
Benjamin D. Gibson  
Attorneys for Defendant and Counter-  
Claimant GENERAL DYNAMICS  
CORPORATION

14  
15 Dated: March 16, 2017

**SAN DIEGO UNIFIED PORT  
DISTRICT**

16  
17 By /s/ John N. Carter

Thomas A. Russell, Gen. Counsel  
Ellen F. Gross, Asst. Gen. Counsel  
John N. Carter, Dep. Gen. Counsel

18  
19  
20 **KELLEY DRYE / JACKSON  
GILMOUR & DOBBS LLP**

21  
22 By /s/ Micheal W. Dobbs

William J. Jackson  
Micheal W. Dobbs

23  
24 Attorneys for Plaintiff SAN DIEGO  
UNIFIED PORT DISTRICT